

|   |   |                       |   |  |  |                                    |                         |   |   |
|---|---|-----------------------|---|--|--|------------------------------------|-------------------------|---|---|
| ORDER FOR SUPPLIES OR SERVICES  |   |                       |   |  |  | Form Approved                      |                         | Page 1 Of 17  |   |
| 1. Contract/Purch Order No.   |   | 2. Delivery Order No. |   | 3. Date Of Order   |  | 4. Requisition/Purch Request No.   |                         | 5. Certified for National Defense Under DMS Reg 1 Priority<br>DOA5  |   |
| DAAE20-99-P-0320  |   |                       |   | 1999AUG24  |  | SEE SCHEDULE                       |                         |   |   |
| 6. Issued By  |   |                       | Code  | 7. Administered By (If other than 6)   |  |                                    | Code                    | 8. Delivery FOB   |   |
| TACOM-ROCK ISLAND<br>AMSTA-LC-CSC-A<br>DANIEL L THORPE (309) 782-4403<br>ROCK ISLAND IL 61299-7630<br><br>EMAIL: THORPED@RIA.ARMY.MIL   |   |                       | W52H09  | DCMC CLEVELAND<br>ADMIRAL KIDD CENTER<br>555 EAST 88TH STREET<br>BRATENAH OH 44108-1068        |  |                                    | S3603A                  | <input type="checkbox"/> Dest<br><input checked="" type="checkbox"/> Other  |   |
|   |   |                       |   | SCD C PAS NONE ADP PT SC1012   |  |                                    | (See Schedule if other) |   |   |
| 9. Contractor   |   |                       | Code  | Facility Code  |  | 10. Deliver To FOB Point By (Date) |                         | 11. Mark If Business Is   |   |
| NATIONAL MACHINE CO<br>4880 HUDSON DR<br>STOW OH 44224-1708   |   |                       | 6L817   |  |  | SEE SCHEDULE                       |                         | <input checked="" type="checkbox"/> Small<br><input type="checkbox"/> Small Disadvantaged<br><input type="checkbox"/> Woman-Owned |   |
| TYPE BUSINESS: Other Small Business Performing in U.S.  |   |                       |   |  |  | 12. Discount Terms                 |                         |   |   |
|   |   |                       |   |  |  |                                    |                         |   |   |
| 14. Ship To   |   |                       | Code  | 15. Payment Will Be Made By  |  |                                    | Code                    | Mark All Packages And Papers With Contract Or Order Number  |   |
| SEE SCHEDULE  |   |                       |   | DFAS-COLUMBUS CENTER<br>DFAS-CO-JNF/NEW DOMINION<br>P O BOX 182041<br>COLUMBUS OH 43218-2041   |  |                                    | SC1018                  |   |   |
| 16.<br>T<br>O<br>Y<br>R<br>P<br>D<br>E<br>E<br>R<br>O<br>F  | Delivery  |                       | This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.  |  |  |                                    |                         |   |   |
|   | Purchase  | X                     | Reference your <input type="checkbox"/> Oral; <input type="checkbox"/> Written Quotation , Dated _____, furnish the following on terms specified herein.  |  |  |                                    |                         |   |   |
|   |   |                       | Acceptance. The Contractor Hereby Accepts The Offer Represented By The Numbered Purchase Order As It May Previously Have Been Or Is Now Modified, Subject To All Of The Terms And Conditions Set Forth, And Agrees To Perform The Same. |  |  |                                    |                         |   |   |
| Name Of Contractor  |   |                       | Signature   |  |  | Typed Name And Title               |                         |   | Date Signed   |
| <input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:  |   |                       |   |  |  |                                    |                         |   |   |
| 17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE  |   |                       |   |  |  |                                    |                         |   |   |
| 18. Item No.  | 19. Schedule Of Supplies/Service  |                       |   | 20. Quantity Ordered/ Accepted*  | 21. Unit   | 22. Unit Price                     | 23. Amount              |   |   |
|   | SEE SCHEDULE<br>CONTRACT TYPE:<br>Firm-Fixed-Price<br>KIND OF CONTRACT:<br>Supply Contracts and Priced Orders |                       |   |  |  |                                    |                         |   |   |
| * If quantity accepted by the Government is same quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.   |   |                       |   | 24. United States Of America<br><br>By: DANIEL L THORPE<br>THORPED@RIA.ARMY.MIL (309) 782-4403 |  |                                    | 25. Total               |   | \$1,995.00  |
|   |   |                       |   |  |  |                                    | 29. Differences         |   |   |
| 26. Quantity In Column 20 Has Been<br><br><input type="checkbox"/> Inspected <input type="checkbox"/> Received <input type="checkbox"/> Accepted And Conforms To Contract Except As Noted<br><br>_____ Date _____ Signature Of Authorized Govt Representative |   |                       |   |  | 27. Ship. No.  |                                    | 28. D.O. Voucher No.    |   | 30. Initials  |
|   |   |                       |   |  | <input type="checkbox"/> Partial<br><input type="checkbox"/> Final   |                                    | 32. Paid By             |   | 33. Amount Verified Correct For<br><br>34. Check Number<br><br>35. Bill Of Lading No. |
| 36. I certify this account is correct and proper for payment<br><br>_____ Date _____ Signature And Title Of Certifying Officer  |   |                       |   |  | 31. Payment<br><br><input type="checkbox"/> Complete<br><input type="checkbox"/> Partial<br><input type="checkbox"/> Final |                                    |                         |   |   |
|   |   |                       |   |  |  |                                    |                         |   |   |
| 37. Received At   |   | 38. Received By       |   | 39. Date Received  |  | 40. Total Containers               |                         | 41. S/R Account No.   |   |
|   |   |                       |   |  |  |                                    |                         | 42. S/R Voucher No.   |   |
|   |   |                       |   |  |  |                                    |                         |   |   |

|   |  |                            |
|---|--|----------------------------|
| <b>CONTINUATION SHEET</b>                                 | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> DAAE20-99-P-0320 <b>MOD/AMD</b> | <b>Page</b> 2 <b>of</b> 17 |
| <b>Name of Offeror or Contractor:</b> NATIONAL MACHINE CO |  |                            |

SUPPLEMENTAL INFORMATION

| <u>Regulatory Cite</u>   | <u>Title</u>   | <u>Date</u> |
|--|--|-------------|
| 1            HQ, DA  | NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES | JUL/1993    |
| (a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.  |  |             |
| (b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.  |  |             |
| (c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so. |  |             |
| (AA7020)   |  |             |

|  |  |          |
|--|--|----------|
| 2  | 52-201-4501            NOTICE ABOUT TACOM-RI OMBUDSMAN | NOV/1995 |
|  | TACOM-RI   |          |
| a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.  |  |          |
| b. If you think that this solicitation:  |  |          |
| 1. has inappropriate requirements; or  |  |          |
| 2. needs streamlining; or  |  |          |
| 3. should be changed   |  |          |
| you should first contact the buyer or the Procurement Contracting Officer (PCO).   |  |          |
| c. The buyer's name, phone number and address are on the cover page of this solicitation.  |  |          |
| d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are: |  |          |
| U.S. Army TACOM-RI<br>AMSTA-CM-CR (OMBUDSMAN)<br>Rock Island IL 61299-7630<br>Phone: (309) 782-3224<br>Electronic Mail Address: AMSTA-AC-PC@ria.army.mil   |  |          |
| e. If you contact the Ombudsman, please provide him with the following information:  |  |          |
| (1) TACOM-RI solicitation number;  |  |          |
| (2) Name of PCO;   |  |          |
| (3) Problem description;   |  |          |
| (4) Summary of your discussions with the buyer/PCO.  |  |          |
| (End of clause)  |  |          |

| CONTINUATION SHEET                                 | Reference No. of Document Being Continued<br>PIIN/SIIN DAAE20-99-P-0320 MOD/AMD | Page 3 of 17 |
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3            52.210-4516            COMMERCIAL EQUIVALENT ITEM(S)            JUN/1998  
TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

4            52.233-4503            AMC-LEVEL PROTEST PROGRAM            JUN/1998  
TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command  
Office of Command Counsel  
ATTN: AMCCC-PL  
5001 Eisenhower Avenue  
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680  
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

[http://www.amc.army.mil/amc/command\\_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html)

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

5            52.246-4538            CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2            JUN/1998  
TACOM-RI

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

(AS7502)

Name of Offeror or Contractor: NATIONAL MACHINE CO

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE  | AMOUNT      |
|---------|--|----------|------|-------------|-------------|
| 0001    | SUPPLIES OR SERVICES AND PRICES/COSTS  |          |      |             |             |
|         | Supplies or Services and Prices/Costs  |          |      |             |             |
| 0001AA  | PRODUCTION QUANTITY  | 21       | EA   | \$ 95.00000 | \$ 1,995.00 |
|         | NSN: 1005-01-146-3437<br>NOUN: DISCRIMINATOR,CARTR<br>FSCM: 19200<br>PART NR: 11833472<br>SECURITY CLASS: Unclassified<br>PRON: M191S264M1 PRON AMD: 02 ACRN: AA<br>AMS CD: 070011HCBG4<br><br>Packaging and Marking<br><br>Inspection and Acceptance<br>INSPECTION: Origin ACCEPTANCE: Origin<br><br>Deliveries or Performance<br>DOC SUPPL<br>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD<br>001 W52H099124A152 W25G1U J 1<br>DEL REL CD QUANTITY DEL DATE<br>001 21 15-DEC-1999<br><br>FOB POINT: Origin<br><br>SHIP TO: PARCEL POST ADDRESS<br>(W25G1U) XU TRANSPORTATION OFFICER<br>DDSP NEW CUMBERLAND FACILITY<br>BUILDING MISSION DOOR 113 134<br>NEW CUMBERLAND PA 17070-5001<br><br>CONTRACT/DELIVERY ORDER NUMBER<br>DAAE20-99-P-0320/0000 |          |      |             |             |

Name of Offeror or Contractor: NATIONAL MACHINE CO

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

|   | Regulatory Cite         | Title                  | Date     |
|---|-------------------------|------------------------|----------|
| 1 | 52.210-4501<br>TACOM-RI | DRAWINGS/SPECIFICATION | MAR/1988 |

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with inclosed Technical Data Package Listing - TDPL 11833472 with revisions in effect as of 11/08/95 (except as follows):

| DOC          | ADD            | DELETE | SUBSTITUTE |
|--------------|----------------|--------|------------|
| 11833463     | -              | D      | E          |
| 11833466     | -              | B      | C          |
| SPI118333472 | ORIG           | -      | -          |
| H8T2010      | NORMIL-STD-171 |        |            |

(CS6100)

|   |  |                            |
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PACKAGING AND MARKING

|   | Regulatory Cite         | Title                  | Date     |
|---|-------------------------|------------------------|----------|
| 1 | 52.211-4502<br>TACOM-RI | PACKAGING REQUIREMENTS | DEC/1998 |

Packaging shall be in accordance with Best Commercial Practices with the following REQUIREMENTS. The MARKING shall be in accordance with Standard Practice for Military Marking (MIL-STD-129).

REQUIREMENTS:

1. Packaging - Preservation, packaging, packing and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:
  - 1.1 Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservative applied to the item for protection are not considered contaminants.
  - 1.2 Preservation - Items susceptible to corrosion or deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.
  - 1.3 Cushioning - Items requiring protection from physical and mechanical damage or which are fragile shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.
2. Unit Package
  - 2.1 Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to them, and with minimal damage to the unit pack during shipment and storage in the shipping container,and will allow subsequent handling.
  - 2.1 Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set, or assembly.
3. Intermediate Package
  - 3.1 The use of intermediate packaging is encouraged particularly when such use enhances handling and inventorying. Intermediate packaging is required to facilitate handling and inventory whenever the quantity is over 1 gross and the size of the unit package is 64 cubic inches or less.
4. Packing
  - 4.1 Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers.
  - 4.2 Shipping containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. It shall be capable of multiple handling and storage under favorable conditions, such as enclosed facilities, for a minimum of one year.
5. Marking - Marking shall be in accordance with MIL-STD-129, Standard Practice for Military Marking, revision N, dated 15 May 1997. Bar code requirements apply.

EXCEPTION:

None

(End of clause)

(DS6405)

|   |                         |                           |          |
|---|-------------------------|---------------------------|----------|
| 2 | 52.247-4521<br>TACOM-RI | UNITIZATION/PALLETIZATION | JUL/1998 |
|---|-------------------------|---------------------------|----------|

|                           |   |                            |
|---------------------------|---|----------------------------|
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**Name of Offeror or Contractor:** NATIONAL MACHINE CO

Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more, unless skids or other forklift handling features are included on the container. Pallet loads must be stable and to the greatest extent possible provide a level top for ease in stacking. A palletized load shall not exceed 52 inches in length or width, or 54 inches of height. When LEVEL A packing is required, a four-way entry pallet or pallet box shall be used to contain the load in a manner that will permit safe multiple rehandling during storage and shipment.

(End of clause)

(DS7204)

|                           |  |                            |
|---------------------------|--|----------------------------|
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**Name of Offeror or Contractor:** NATIONAL MACHINE CO

INSPECTION AND ACCEPTANCE  
This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:  
http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

|   | <u>Regulatory Cite</u>  | <u>Title</u>  | <u>Date</u> |
|---|-------------------------|---|-------------|
| 1 | 52.246-2                | INSPECTION OF SUPPLIES - FIXED-PRICE - ALTERNATE I                                    | JUL/1985    |
| 2 | 52.246-4025<br>TACOM-RI | HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM REQUIREMENT -<br>ALTERNATE II | OCT/1997    |

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (1) defect prevention and (2) process control, providing adequate quality controls throughout all areas of contract performance.

(b) Your quality system may be based on (1) international quality standards such as ISO 9002 or (2) military, or (3) commercial, or (4) national quality standards. NOTE: System such as ISO 9003 or comparable systems are unacceptable for this procurement. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

- ( ) ISO 9001
- (x ) ISO 9002
- ( ) QS 9000
- ( ) ANSI/ASQ Q9001
- ( ) ANSI/ASQ Q9002
- ( ) Other, specifically \_\_\_\_\_

NOTE: If you check the "other" block because you intend to use an in-house quality system, or one based on a commercial national or international standard not identified above, then in addition to identifying your proposed system in the space above, to the right of the word "other", you must attach a description of this system to your offer in response to the solicitation, so we can assess its suitability. If you receive a contract award, your proposed quality system will be required by the contract.

(c) Certification of compliance for the quality system you identify above, by an independent standards organization or auditor, is not required under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contract requirements.

(End of clause)

(ES7445)

|   |                         |   |          |
|---|-------------------------|---|----------|
| 3 | 52.246-4528<br>TACOM-RI | REWORK AND REPAIR OF NONCONFORMING MATERIAL | MAY/1994 |
|---|-------------------------|---|----------|

a. Rework and Repair are defined as follows:  
(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.



|                                  |  |                                   |
|----------------------------------|--|-----------------------------------|
| <p><b>CONTINUATION SHEET</b></p> | <p><b>Reference No. of Document Being Continued</b></p> <p><b>PIIN/SIIN</b> DAAE20-99-P-0320      <b>MOD/AMD</b></p> | <p><b>Page</b> 9 <b>of</b> 17</p> |
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**Name of Offeror or Contractor:** NATIONAL MACHINE CO

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

|                           |  |                |                      |
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**Name of Offeror or Contractor:** NATIONAL MACHINE CO

DELIVERIES OR PERFORMANCE  
This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:  
<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

|   | <u>Regulatory Cite</u>  | <u>Title</u>                                 | <u>Date</u> |
|---|-------------------------|--|-------------|
| 1 | 52.242-17               | GOVERNMENT DELAY OF WORK                     | APR/1984    |
| 2 | 52.247-4533<br>TACOM-RI | ACCELERATED DELIVERIES, CONTRACTOR INITIATED | MAR/1988    |

Contractor shall not make deliveries earlier than the dates specified in the delivery schedule without the specific written authorization of the Contracting Officer.

(End of Clause)

(FS7405)

**CONTINUATION SHEET**

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MOD/AMD

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## CONTRACT ADMINISTRATION DATA

|             |               |             |             |                                  |           |    |  |      |               | JOB            |               |             |
|-------------|---------------|-------------|-------------|----------------------------------|-----------|----|--|------|---------------|----------------|---------------|-------------|
| LINE        | PRON/         |             | OBLG        |                                  |           |    |  |      |               | ORDER          | ACCOUNTING    | OBLIGATED   |
| <u>ITEM</u> | <u>AMS CD</u> | <u>ACRN</u> | <u>STAT</u> | <u>ACCOUNTING CLASSIFICATION</u> |           |    |  |      | <u>NUMBER</u> | <u>STATION</u> | <u>AMOUNT</u> |             |
| 0001AA      | M191S264M1    | AA          | 2           | 97                               | X4930AC6G | 6D |  | 26FB | S11116        |                | W52H09        | \$ 1,995.00 |
| 070011HCBG4 |               |             |             |                                  |           |    |  |      |               |                |               |             |
|             |               |             |             |                                  |           |    |  |      |               |                | TOTAL         | \$ 1,995.00 |

| SERVICE     |                      |                                  |           |    |             | ACCOUNTING     | OBLIGATED     |
|-------------|----------------------|----------------------------------|-----------|----|-------------|----------------|---------------|
| <u>NAME</u> | <u>TOTAL BY ACRN</u> | <u>ACCOUNTING CLASSIFICATION</u> |           |    |             | <u>STATION</u> | <u>AMOUNT</u> |
| Army        | AA                   | 97                               | X4930AC6G | 6D | 26FB S11116 | W52H09         | \$ 1,995.00   |
|             |                      |                                  |           |    |             | TOTAL          | \$ 1,995.00   |

|                           |  |                      |
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SPECIAL CONTRACT REQUIREMENTS  
This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/      or      www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.  
  
(HA7001)

|   | <u>Regulatory Cite</u>  | <u>Title</u>  | <u>Date</u> |
|---|-------------------------|---|-------------|
| 1 | 52.246-4500<br>TACOM-RI | MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) | MAR/1988    |

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

Tank-Automotive and Armaments Command  
ATTN: AMSTA-LC-CSC-A/Thorpe  
Rock Island, IL 61299-7630

2. FMS/MAP copies:

None

(End of clause)

(HS6502)

|   |                         |                            |          |
|---|-------------------------|----------------------------|----------|
| 2 | 52.239-4500<br>TACOM-RI | YEAR 2000 (Y2K) COMPLIANCE | NOV/1998 |
|---|-------------------------|----------------------------|----------|

a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall by Year 2000 compliant upon delivery.

b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.

(End of clause)

(HS7506)

|   |                         |  |          |
|---|-------------------------|--|----------|
| 3 | 52.247-4545<br>TACOM-RI | PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION | MAY/1993 |
|---|-------------------------|--|----------|

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

|   |   |                      |
|---|---|----------------------|
| <b>CONTINUATION SHEET</b>                                 | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> DAAE20-99-P-0320<br><b>MOD/AMD</b> | <b>Page 13 of 17</b> |
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Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? \_\_\_\_ YES \_\_\_\_ NO

If YES, give name of rail carrier serving it: \_\_\_\_\_

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

(End of Clause)

(HS7600)

|  |   |         |               |
|--|---|---------|---------------|
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CONTRACT CLAUSES  
This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.  
(IA7001)

|    | Regulatory Cite | Title   | Date     |
|----|-----------------|---|----------|
| 1  | 52.211-5        | MATERIAL REQUIREMENTS   | OCT/1997 |
| 2  | 52.211-15       | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS                          | SEP/1990 |
| 3  | 52.222-21       | PROHIBITION OF SEGREGATED FACILITIES                                  | FEB/1999 |
| 4  | 52.222-26       | EQUAL OPPORTUNITY   | FEB/1999 |
| 5  | 52.232-1        | PAYMENTS  | APR/1984 |
| 6  | 52.232-8        | DISCOUNTS FOR PROMPT PAYMENT  | MAY/1997 |
| 7  | 52.232-11       | EXTRAS  | APR/1984 |
| 8  | 52.232-25       | PROMPT PAYMENT  | JUN/1997 |
| 9  | 52.232-33       | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR             | MAY/1999 |
|    |                 | REGISTRATION  |          |
| 10 | 52.233-1        | DISPUTES  | JAN/1999 |
| 11 | 52.233-3        | PROTEST AFTER AWARD   | OCT/1995 |
| 12 | 52.243-1        | CHANGES - FIXED PRICE   | AUG/1987 |
| 13 | 52.246-1        | CONTRACTOR INSPECTION REQUIREMENTS                                    | APR/1984 |
| 14 | 52.253-1        | COMPUTER GENERATED FORMS  | JAN/1991 |
| 15 | 252.204-7003    | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT                          | APR/1992 |
|    | DFARS           |   |          |
| 16 | 252.225-7001    | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM                      | MAR/1998 |
|    | DFARS           |   |          |
| 17 | 252.225-7009    | DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND        | MAR/1998 |
|    | DFARS           | COMPONENTS)   |          |
| 18 | 252.225-7016    | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS                | AUG/1998 |
|    | DFARS           |   |          |
| 19 | 252.225-7025    | RESTRICTION ON ACQUISITION OF FORGINGS                                | JUN/1997 |
|    | DFARS           |   |          |
| 20 | 252.231-7000    | SUPPLEMENTAL COST PRINCIPLES  | DEC/1991 |
|    | DFARS           |   |          |
| 21 | 252.242-7000    | POSTAWARD CONFERENCE  | DEC/1991 |
|    | DFARS           |   |          |
| 22 | 252.243-7001    | PRICING OF CONTRACT MODIFICATIONS                                     | DEC/1991 |
|    | DFARS           |   |          |
| 23 | 252.246-7000    | MATERIAL INSPECTION AND RECEIVING REPORT                              | DEC/1991 |
|    | DFARS           |   |          |
| 24 | 52.213-4        | TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL | JUN/1999 |
|    |                 | ITEMS)  |          |

Paragraph (b)(1)(viii) is deleted from this clause.

Information to be inserted in Paragraph (c):  
<http://www.arnet.gov/far/>  
or  
[www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

|    |          |             |          |
|----|----------|-------------|----------|
| 25 | 52.202-1 | DEFINITIONS | OCT/1995 |
|----|----------|-------------|----------|

(a) "Head of the agency" (also called agency head) or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

|   |  |                      |
|---|--|----------------------|
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(b) Commercial component means any component that is a commercial item.

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used for nongovernmental purposes and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. 'Minor' modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services--

(i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and

(ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) Component means any item supplied to the Federal Government as part of an end item or of another component.

(e) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not in use.

|   |  |                      |
|---|--|----------------------|
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(f) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of Clause)

(IF7252)

26                    52.244-6                    SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS                    OCT/1998

(a) Definition

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

End of Clause

(IF7253)

27                    52.252-6                    AUTHORIZED DEVIATIONS IN CLAUSES                    APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

(IF7016)



|  |   |         |               |
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LIST OF ATTACHMENTS

| <u>List of</u><br><u>Addenda</u> | <u>Title</u>                    | <u>Date</u> | <u>Number</u><br><u>of Pages</u> | <u>Transmitted By</u> |
|----------------------------------|---------------------------------|-------------|----------------------------------|-----------------------|
| Attachment 001                   | CD-ROM FOR PART NUMBER 11833472 |             |                                  |                       |
| Attachment 002                   | DOCUMENT SUMMARY LIST           | 22-APR-99   | 001                              |                       |
| Attachment 003                   | CONTRACT DATA REQUIREMENTS LIST | 22-APR-99   | 001                              |                       |